

(Per ILA Approval Requirements)

*CA Approval*

*JB Approval*

## REGIONAL FARE COORDINATION SYSTEM CHANGE ORDER NO. 4

CONTRACTOR: ERG Transit Systems (USA) Inc.  
CONTRACT NUMBER: 229944

This Change Order to Contract #229944 ("Change Order") is executed as of 8/27/04 by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

### Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. Effective September 12, 2003, the Agencies and the Contractor executed Change Order No. 1 to authorize the Contractor to proceed with Conceptual Design activities with respect to King County's Radio Control Unit design and development.

- C. Effective May 4, 2004, the Agencies and the Contractor executed Change Order No. 2 to make contract clarification changes.
- D. Effective June 21, 2004, the Agencies and the Contractor executed Change Order No. 3 to implement Windows CE operating system in the Driver Display Unit.
- E. The Agencies and the Contractor desire to execute this Change Order No. 4 to (1) effect various changes to Divisions I and II of the Contract and certain exhibits/attachments thereto, including but not limited to changes to the Baseline Project Schedule and the design review and approval process; and (2) specify the terms and conditions under which the Parties are willing to agree to said changes.

## Agreements

The Agencies and the Contractor hereby agree to the following changes to the Contract.

### **1.0 Division I Changes**

1.1 The Agencies and the Contractor hereby agree to Amendment Five without further execution, a copy of which is attached hereto as "CO4-Attachment A."

1.2 Exhibit 8 to the Contract, entitled "Baseline Project Schedule," is hereby deleted and replaced in its entirety by the Exhibit 8 that is attached hereto as "CO4-Attachment B." The Parties agree that the new Exhibit 8 shall be deemed to include the following schedule for completion of the tasks related to the Radio Control Unit (RCU) specified in Section 6.III-6.8.3.2 (see Change Order No.1). The revised review process described in Section 2.3 of this Change Order No. 4 will be applied to this activity.

- a. The detailed RCU Baseline Schedule shall be provided to the County within 30 days of execution of this Change Order No. 4.
- b. The Final Design Review (FDR) document for the RCU (DR 103.06) shall be due to the County not more than ninety days after execution of this Change Order No. 4.
- c. Thereafter, the FDR for DR 103.06 shall be reviewed according to the same process specified for the Hardware Group.
- d. Upon issuance of a NAC for the RCU Hardware FDR, the subsequent milestones and delivery dates for the RCU shall be the same as the due dates for the County's Driver Display Units (DDU) specified in the revised Baseline Schedule.

1.3 Exhibit 9 to the Contract, entitled "Price Schedule," is hereby amended to add a new "Section XIX, King County Radio Control Unit" that is attached hereto as "CO4-Attachment C". Except for the additional compensation set forth in said new Section XIX, there shall be no increase in the total Contract price and the Contractor is not entitled to any additional payments as a result of this Change Order No. 4.

1.4 Attachment H to the Contract, entitled "Project Design, Development and Implementation Schedule" is hereby deleted and replaced in its entirety by the Attachment H that is attached hereto as "CO4-Attachment D."

## 2.0 Division II Changes

### 2.1 Section 6.II-11.1.2.3(g) is amended to read as follows:

Within 25 months of Notice to Proceed, final production DDUs and RCUs shall be delivered in quantities to support the RFCS Beta test, as well as a separate KCM on-board systems beta test (by others). Estimated quantities for both tests are included in Appendix A.

### 2.2 Section 6.II-11.1.4, entitled "Implementation Milestone Schedule" is amended by replacing Figure II-11.1 on page 6.II-64 with the revised Figure II-11.1 that is attached hereto as "CO4-Attachment E."

### 2.3 Section 6.II-11.2.2 entitled "System Design and Design Reviews" is amended to read as follows:

- a) Design reviews shall be conducted incrementally in Groups as specified in revised Figure II-11.3 and revised Figure II-11.6 to evaluate the progress and technical, functional and programmatic adequacy of the RFCS design in accordance with the performance requirements of the Contract during design and engineering.
- b) Prior to each review, a design review package shall be submitted that includes all Design Review (DR) items listed in revised Figure II-11.3.
- c) Design review packages shall be provided at least 5 days before a design review meeting. The Contractor shall conduct a formal design review for each Group within PDR and FDR as defined in revised Figure II-11.3 and revised Figure II-11.6 as well as new Figure II-11.2.2.2 and new Figure II-11.2.2.3. Each review will be conducted per the guidelines specified in Sections 6.II-11.2.2.2 and 6.II-11.2.3.

### 2.4 Section 6.II-11.2.2.2 entitled "Preliminary Design Review (PDR)" is hereby amended to add the new Figure II-11.2.2.2 that is attached hereto as "CO4- Attachment F."

### 2.5 Section 6.II-11.2.2.2 entitled "Preliminary Design Review (PDR)" is hereby amended as follows:

A. Subsection (b) is amended to read as follows: All PDR reviews shall be conducted at a location approved by the Contract Administrator.

B. A new Subsection (d) is added to read as follows:

With each PDR submittal, the Contractor will provide a schedule for workshops to review each document with the Agencies. These workshops will begin not earlier than 15 days following the design review meeting and will be working sessions in which document changes and clarifications may be made. The intent of these workshops is to reduce to a minimum the comments that need to be submitted formally at the end of the 40 day review period and facilitate mutual understanding of the design and any design concerns. It may not be possible to incorporate all necessary changes

and clarifications during the workshop but the Parties will attempt, at a minimum, to identify the areas of concern to be electronically noted for Contractor or Agency follow-up.

2.6 Section 6.II-11.2.2.3 is hereby amended to add the new Figure II-11.2.2.3 that is attached hereto as "CO4-Attachment G."

2.7 Section 6.II-11.2.2.3 a) entitled "Final Design Review (FDR)" is hereby amended to read as follows:

The FDR shall be conducted incrementally when detailed design is complete for each Group as defined in revised Figure II-1.3 and revised Figure II-11.6.

2.8 Section 6.II-11.2.3 entitled "Design Baseline" is hereby amended to read as follows:

- (a) For the purposes of change control, the design baseline for all hardware elements will be established upon the completion of review of the hardware designs and issuance by the Agencies of a FDR-level Notice of Apparent Completion for the Hardware Group, which shall be processed separately from the PDR and FDR processes for Groups 1, 2 and 3. The design baseline for all other program elements shall be established at the FDR.
- (b) The Contractor shall submit to the Contract Administrator for approval changes beyond FDR that affect the design characteristics agreed to at FDR.

2.9 Section 6.II-11.2.5 entitled "Production Baseline" is amended by replacing Figure II-11.3 with the revised Figure II-11.3 that is attached hereto as "CO4-Attachment H".

2.10 Section 6.II-11.5.2 (a) entitled "Current Overall Status" is amended to read as follows:

- (a) Current Overall Status
  - i. Items Delivered
  - ii. Items Outstanding
  - iii. Progress Versus Implementation Plan
  - iv. 90-day look ahead at key workshops, design reviews, and critical path items

2.11 Section 6.II-11.6.1 entitled "Contract Document Requirements" is amended by replacing Figure II-11.6 with the revised Figure II-11.6 attached hereto as "CO4-Attachment I".

### **Section 3.0 Other Terms and Conditions**

3.1 The Baseline Schedule approved under this Change Order No. 4 provides for the Contractor to deliver more equipment to King County during Phase 1 than will be tested under the Beta Test. In consideration of the County's agreement to such deliveries of non-Beta Test equipment during Phase 1, the Contractor agrees that (1) payment for such equipment is not due at Beta Test Acceptance (as per Amendment Five referenced in Section 1.0 of this Change Order No. 4); and (2) the installation of equipment prior to Beta Test does not in any way limit or relieve the Contractor of its obligations to provide equipment that meets the Contract requirements, including but not limited to the provisions of Section 3.1-53, Pre-Acceptance

Deficiencies in Equipment Provided Before Full System Acceptance, which remain in full force and effect as to all equipment.

3.2 Notwithstanding the changes to the design review process set forth in Amendment Five and the other provisions of this Change Order No. 4, the Contractor acknowledges and agrees that, in accordance with the Contract including but not limited to Section 3.I-7, the Contractor retains full responsibility to deliver an RFC System in accordance with the Contract requirements. Without limiting the foregoing, the Contractor expressly agrees that it retains responsibility for any errors or omissions in the hardware design that may occur due to the Agencies' issuance of a Notice of Apparent Completion (NAC) for the Hardware Group prior to the issuance of a NAC for the full system Final Design Review (FDR) Milestone.

3.3 The Contractor waives and releases any and all claims arising out of, or related to, this Change Order, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies.

3.4 The Agencies waive and release their rights to assert a claim against the Contractor for additional costs or compensation as a result of the Contractor's change to the original approved Baseline Schedule. Provided, however, the Agencies reserve their rights to payment from the Contractor of their additional costs arising as a result of any Contractor delays or failures to comply with the revised Baseline Schedule approved by this Change Order No. 4.

3.5 Except as expressly amended by this Change Order, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Change Order No. 4 shall remain in effect unless modified in other executed Amendments and Change Orders.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 4 to Contract #229944  
as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: JK JP

Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit  
Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Pierce County Public Transportation  
Benefit Area**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Washington State Ferries, Washington  
State Department of Transportation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Everett**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Kitsap County Public Transportation  
Benefit Area**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Snohomish County Public  
Transportation Benefit Area**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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as of the date set forth below its signature.

**ERG Transit Systems (USA) Inc.**

By: JK JP  
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: Joe Earl  
Its: CEO  
Date: 8-26-04

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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as of the date set forth below its signature.

**ERG Transit Systems (USA) Inc.**

By: KW JP  
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: Dee Donald  
Its: General manager  
Date: 8/13/04

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 4 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: JK JP JD  
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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ERG Transit Systems (USA) Inc.

By: KJ JP     
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: John J. Yost /for MKE Thorne  
Its: Chief Financial Officer  
Date: August 19, 2004

**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**ERG Transit Systems (USA) Inc.**

By: JK JP  
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Everett**

By: Paul J. Kestenbaum  
Its: TRANSPORTATION SERVICES DIRECTOR  
Date: 8/25/04

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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ERG Transit Systems (USA) Inc.

By: JK JP  
Its:  

Date: August 3, 2004

Central Puget Sound Regional Transit  
Authority

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Everett

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

King County

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Kitsap County Public Transportation  
Benefit Area

By: CD Mably  
Its: EXEC. DIR.  
Date: \_\_\_\_\_

Pierce County Public Transportation  
Benefit Area

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Snobomish County Public  
Transportation Benefit Area

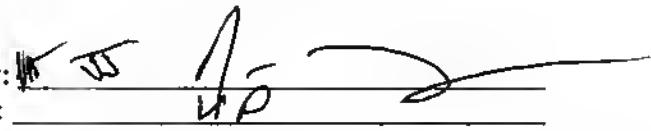
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Date: \_\_\_\_\_

Washington State Ferries, Washington  
State Department of Transportation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 4 to Contract #229944  
as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By:   
Its: \_\_\_\_\_

Date: August 3, 2004

**Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**King County**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pierce County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Washington State Ferries, Washington State Department of Transportation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

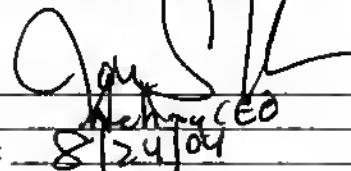
**City of Everett**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Kitsap County Public Transportation Benefit Area**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snohomish County Public Transportation Benefit Area**

By:   
Its: Anthony CEO  
Date: 8/24/04